

# **EXHIBIT CV-1**



COLLABORATIVE VISION, LLC

## Contingent and Direct Hire Client Service Agreement

This Agreement is entered into by the Collaborative Vision LLC., (herein after called "CV") and Q5id (herein after referred to as "Client") agree to the terms and conditions set forth in this agreement dated on December 11, 2018.

In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. CV specializes in direct hire, contingent employment and staff augmentation services, and will identify and share suitable resources with the Client for consideration, and the terms of placement service will be met as set forth in the attachment hereto (Exhibit A). In support of Client staffing needs, CV agrees to provide Client with talent acquisition support services in alignment with the indicated qualifications needed by Client, for which CV shall invoice Client at the agreed rates. Exhibit A will take precedence, should there arrive any discrepancy between this Agreement and Exhibit A. In the event that additional resources and talent acquisition support are needed, additional talent acquisition services may be included under the Agreement through the execution of Exhibit A.
2. Direct Hire Services: CV shall be paid by Client in accordance with each Exhibit A, attachment hereto for each approved service. Client shall provide a full job description for each position to be recruited on, along with location, travel requirements and annual salary range budgeted. If the client chooses to hire a CV candidate as a salaried worker of Client, then a placement fee of 18% of the candidate's annual base salary will be charged to client due as follows: 12% will be due within 30 days of candidates first day of employment. The remaining 6% of annual base salary will be due within 90 days of candidate's first day of employment. If the candidate does not complete 30 days of employment for any reason, no fee is due. If the candidate does not complete 90 days of employment for any reason, the second payment of 6% is waived and will not be due. CV may provide services at rates lower or higher than 18% on a case by case basis, upon agreement with the Client, in alignment with discretion, depth, complexity, or other agreed variables that impact on the sourcing requirements and needs of the Client.
3. For the provision of contingent labor, CV shall be paid by Client in accordance with each Exhibit A, attachment hereto for each approved service. A set hourly rate to be paid by Client, shall be determined before the commencement of service, and full job description shall be provided. CV's Contractor(s) shall maintain a timecard on a weekly basis. At the end of each time period the assigned responsible party of Client will review the hours on the timecard and verify the hours to be accurate, and sign approval. A copy of the contingent worker's timecard shall be delivered to CV. CV will prepare an invoice for the Client in alignment with the approved timesheet data. The Client will ensure prompt payment of the amounts due within 30 days of receipt of the invoice. If it is found that CV's contingent worker has performed overtime that was not compensated for on the related invoice, the overtime shall be paid by the Client. Client understands that CV has relied on Client's representations of the nature and extent of the work so as to make a determination as to whether CV's contingent worker is exempt or non-exempt for overtime purposes. If Client provides such direction and control so that the contingent worker is determined to be non-exempt, Client will be responsible to pay CV such amounts to compensate CV's contingent worker for any overtime.
4. **CV RESPONSIBILITIES:**
  - a) CV agrees to perform its services diligently and to use its best efforts to meet the needs and requirements of the Client and to promote the good reputation which Client enjoys.
  - b) CV agrees that it will not cause or encourage its worker(s) to prematurely leave a project to which they are assigned.
  - c) Should Client place a contingent worker at Company's client site, CV shall be responsible for all relocation cost. In event CV replaces a worker with another worker, all replacement & relocation costs shall be borne by CV.
  - d) CV agrees to conduct a felony conviction background check of its worker(s) as well as any other background checks required by the Client prior to CV's worker starting on a project at a Client site. CV reserves the right not to place the contingent worker in the event that the CV, in its sole discretion, determines that based upon the background information the contingent worker is not suitable for the placement.



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- e) In the event that multiple submissions of the same candidate (CV's candidate) are made to the client by more than one agency, the candidate may be contacted to determine the agency they wish to work for. Likewise, if the submitted candidate is a resident in Client's database as an "active" candidate has been invited to apply to the direct hire position by CV, and has not received invitation to apply directly by the Client, the submittal will be accepted through CV and consideration will be paid to CV in the event of a placement.
- f) CV shall pay their contingent workers on a regular pay schedule no less than once every month and said payment to the contingent worker shall not hinge on payment receipt for their services from Company.
- 8. NON SOLICITATION: Client and CV will not solicit each other's workers that are covered under this contract for full-time or contract positions for 12 month following the end of the contract.
- 9. CONFIDENTIALITY: CV realizes that the Client may disclose to CV's workers confidential information related to the business processes, apparatus, products, researches, research programs or any and all other information considered proprietary in nature. In consideration of the terms of this Agreement, CV agrees that any confidential information, including but not limited to, written embodiment thereof, is the property of Client and is to be held by CV workers in trust solely for Company or Company's client's benefit and shall not be used or disclosed to others at any time during or after termination of this Agreement. All original material including programs, disks, card decks, tapes, listings and other programming documentation originated and prepared for the Client and all materials deemed to contain confidential information that are in the possession of CV's workers including copies, note extracts, etc. of any kind are to be returned to the Client
- 10. TERMINATION: This Agreement / Assignment / Contract may be terminated by either party at any time upon eight (8) weeks written notice, or immediately for cause, including but not limited to a violation of one of the covenants of this Agreement.
- 11. INDEPENDENT CONTRACTOR: CV agrees that it is an independent contractor and neither CV nor CV's workers are serving as a worker of Client under this Agreement. Neither CV nor CV's workers shall be entitled to any benefits or facilities provided by Client to their respective workers. CV shall be solely responsible for all costs and expenses of CV's workers including but not limited to all applicable federal, state and local disability, worker's compensation, payroll taxes, self-employment insurance and all income and other taxes for CV's workers. CV represents and warrants that, except as otherwise specifically stated in writing, all of the persons CV assigns to work for Client under this Agreement shall be workers of CV unless they are submitted for direct hire to the Client. Notwithstanding the foregoing, all work performed by CV's workers assigned to Client here under shall work under the direction and management of the Client.
- 12. "RIGHT TO WORK" CV represents and warrants that their workers supplied to Client under this Agreement meet all United States federal and state regulations pertaining to their "right to work" in the United States (US citizen, valid H-1B visa, NAFTA certified, or green card has been issued by Immigration & Naturalization Service. H-1B or green card must be in good standing and will not expire during the term of their contract assignment).
- 13. Client will provide computer, material, work space and when needed and determined by the client, remote access to CV's contingent worker pursuant to all services performed for the Client.
- 14. It is expressly agreed between the Client and CV that neither party, during the term of this Agreement and for a period of 12 months from the termination of this Agreement, will solicit, employ nor contract with any associates or workers of the other party without the written consent of the other party, except that if the Client wishes to permanently hire or otherwise contract with CV's Contractor, client may do so, if the Contractor agrees, by paying CV the normal hourly contracting or conversion placement fee (15% of annualized salary a described in point 15 below).
- 15. Client agrees to pay CV in accordance with the rates outlined in the rate schedule in Exhibit A. CV will invoice Client on a weekly basis for all services performed for contingent labor support during the period, and within 30 days of start date for direct hire, contract staffing and contract conversion to perm staffing support. Client agrees to remit payment to CV within thirty (30) days of date of invoice. Interest will be charged at a rate of 1% per month on late payments (over forty days) for CV's services.
- 16. Contingent labor travel to and from Client's address stated below is not billable to the Client; however, special travel to other locations required by the Client is billable at fifty-four (.54) cents per mile. Any preauthorized expenses are billable to the Client.

  
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17. CV further agrees to maintain in confidence and not to disclose to any person, firm or corporation any data, information, technology or material developed or obtained by CV during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause. Client agrees that if this Agreement expires or is terminated in accordance with Article 3, the promises and covenants of Articles 6 and 7 shall out-live this Agreement and remain in effect in perpetuity.
18. Conversion Fee: If Client converts CV's employee the company will owe the contractor/agency a conversion fee as follows: If conversion occurs in months 1-3, then 15% of annual base salary is due, and if conversion happens between months 3-6, then 10% of annual salary will be due. After 6 months, there will be no conversion fee for the company to hire the contractor.
19. It is expressly understood that CV shall not be liable for: Failure to perform if due to causes or conditions beyond its control; Any special, consequential or exemplary damages; Any damages incurred directly or indirectly by any third persons as a result of errors and omissions of the Client or of CV
20. If any word, phrase, clause, sentence, provision or paragraph of this Agreement is or shall be held invalid or unlawful for any reason, the same shall be deemed severed from the remainder hereof, and stricken there from, and shall in no way affect or impair the validity of this Agreement or any other portion thereof, and this Agreement shall otherwise remain in full force and effect.
21. The failure of either party at any time to require performance by the other party of any provision hereof shall not be taken or held to be a waiver of the provision itself.
22. This State of Oregon shall be the presiding state overseeing this contract Agreement, and the obligations of the parties in this Agreement will be governed by and construed in accordance with the laws of Oregon.
23. In the event that there is commenced litigation relating to the terms and conditions of the Agreement of the subject matter hereof, the prevailing party in such litigation shall be awarded reasonable attorneys' fees and court costs in relation to such litigation.
24. Nothing herein shall be construed to create a relationship between the parties in the nature of a profit sharing, partnership, joint venture, principle/agent, employment, or any other relationship which might impose liability on any party hereto for it past, present, or future debts, liabilities, obligations, acts or omissions.

Signature  
Name  
Title  
Address

Q5id  
Dominic ODierno  
Dominic ODierno  
Chief of Staff  
3121 NE Cornell Rd  
Hillsboro, OR 9714

Collaborative Vision LLC  
  
Lisa Matar  
Founder, Principal  
PO Box 481  
Beaverton, OR 97075



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**Talent Acquisition Support Invoice**  
**Appendix - A**

Collaborative Vision LLC  
 PO Box 481 Beaverton, Oregon 97075  
 (503) 941-9444  
[Support@CVhires.com](mailto:Support@CVhires.com)

TO: Q5id  
 Hillsboro, Oregon

CANDIDATE NAME	JOB TITLE	SALARY REQUESTED	INVOICE NO.

SCOPE OF SERVICE	START DATE	INVOICE DUE DATE	PLACEMENT SERVICE FEE
TOTAL			

Please make all checks payable to Collaborative Vision LLC due 30 days from candidate start date.  
 If you have any questions concerning this invoice, contact: Accounts Receivable at [Support@CVhires.com](mailto:Support@CVhires.com)

**Thank you for your Business!**